

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/24/2015		2. CONTRACT NO. (If any) DE-EM0003939		6. SHIP TO:	
3. ORDER NO. DE-DT0010335		4. REQUISITION/REFERENCE NO. 15EM003007		a. NAME OF CONSIGNEE EMCBC	
5. ISSUING OFFICE (Address correspondence to) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202				b. STREET ADDRESS US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500	
				c. CITY Cincinnati	e. ZIP CODE 45202
7. TO: ROBERT E. UNSWORTH				f. SHIP VIA	
a. NAME OF CONTRACTOR INDUSTRIAL ECONOMICS, INCORPORATED				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 2067 MASS AVE STE 4				REFERENCE YOUR:	
d. CITY CAMBRIDGE				e. STATE MA	
				f. Z P CODE 021401340	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE NNSA Los Alamos Field OFC	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT	
a. INSPECTION Destination		b. ACCEPTANCE Destination		ON OR BEFORE (Date) 1 Days After Award	
				16. DISCOUNT TERMS NET 30	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number 04 2735625 DUNS Number: 007977887 LANL NRDA Minimum Obligation Task Order IGF::OT::IGF Period of Performance 09/24/2015 to 09/23/2016 Continued					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME OR for EMCBC						\$1,572,990.39
	b. STREET ADDRESS (or P.O. Box) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017						\$1,572,990.39
c. CITY Oak Ridge		d. STATE TN	e. Z P CODE 37831				

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Matthew R. Carpenter TITLE: CONTRACTING/ORDER NG OFFICER		
 Signature on File					

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/24/2015	CONTRACT NO. DE-EM0003939	ORDER NO. DE-DT0010335
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	<p>FOR OFFICIAL USE ONLY LANL NRDA New Award CID: TBD Amount: \$1,572,990.39 CO: Matt Carpenter</p> <p>Accounting Info: Fund: 01259 Appr Year: 2014 Allottee: 33 Report Entity: 490820 Object Class: 25299 Program: 1111643 Project: 0002157 WFO: 0000000 Local Use: 0000000 Funded: \$999,990.39</p> <p>Accounting Info: Fund: 01259 Appr Year: 2015 Allottee: 33 Report Entity: 490820 Object Class: 25299 Program: 1111643 Project: 0002157 WFO: 0000000 Local Use: 0000000 Funded: \$573,000.00</p>				1,572,990.39	

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,572,990.39

**SECTION B – SUPPLIES OR SERVICES/PRICES (CONTINUED)**

**B.1 TYPES OF CONTRACT AND SERVICES BEING ACQUIRED**

This Task Order is a Time-and-Material (T&M) task order in accordance with the terms and conditions set forth the Basic Contract.

The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this task order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work which are described in the Section C– Performance Work Statement. The total not-to-exceed (NTE) values for this task order are detailed in the table below:

Contract Line Item	Not-to-Exceed Hours	Not-to-Exceed Values*
<b>CLIN 00001</b> **Labor Hours Total	[REDACTED]	<b>\$1,285,410.04</b>
<b>CLIN 00002</b> Other Direct Costs Total (Material, Travel, etc.)	[REDACTED]	<b>\$487,580.35</b>

\*The contractor shall exceed the NTE values established at its own risk.

\*\* See Attachment A for Fully Burdened Labor Rates/Hours

**B.2 OTHER DIRECT COSTS**

Other Direct Costs (ODCs) include supplies provided by the contractor in support of this task order and for travel. ODCs shall be on a direct reimbursable basis at the contractor's actual cost. All ODCs shall be approved by the Contracting Officer Representative (COR) in advance of the cost being accrued or incurred by the Contractor. Travel costs will be reimbursed at the Joint Travel Regulations (JTR) rates. COR approval is conveyed for the office ODCs (computer, telephone, photocopies, website hosting) as listed in the Contractor's work plan. All ODCs shall be provided for as approved.

**B.3 FUNDING**

The total obligated amount is \$1,285,410.04 for CLIN 00001 and \$487,580.35 for CLIN 00002. The total available funding under this task order is \$1,772,990.39 which is available for payment of services provided during the task order period of performance found in Clause F.5 Period of Performance. The Government is not obligated to reimburse the

contractor for any expenses incurred that are in excess of the funding obligated under the task order.

**SECTION C -- DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT**

**PERFORMANCE WORK STATEMENT (PWS)  
FOR  
LOS ALAMOS NATIONAL LABORATORY (LANL) NATURAL RESOURCE  
DAMAGE ASSESSMENT (NRDA) SUPPORT SERVICES**

**C.1 GOALS AND OBJECTIVES**

This Performance Work Statement (PWS) sets forth the tasks to be performed to complete a Natural Resource Damage Assessment (NRDA) and Restoration Plan based on injuries to natural resources from the release of hazardous substances from the Los Alamos National Laboratory (LANL). The objectives of the NRDA for LANL include:

- Conducting a Type B NRDA consistent with NRDA regulations at 43 CFR §§ 11.60 – 11.84, and other relevant guidance.
- Preparing a Restoration and Compensation Determination Plan consistent with 43 CFR §§ 11.81 – 11.84 (which may be part of the Report of Assessment), and other relevant guidance.
- Preparing a Report of Assessment consistent with 43 CFR § 11.90, and other relevant guidance.
- Preparing a Restoration Plan (to include an Environmental Assessment) consistent with the 43 CFR §§ 11.92 – 11.93, the National Environmental Policy Act (NEPA), and other relevant guidance. Plan will be referred to as a Restoration Plan/Environmental Assessment.
- Assisting the Los Alamos Laboratory Natural Resource Trustee Council (Trustee Council) with identification and selection of early restoration projects.
- Assisting the Trustee Council with conducting a public participation process for development of the Restoration and Compensation Determination Plan and the selection of restoration projects.
- Conducting the work under this PWS as expeditiously and efficiently as possible by, for example, utilizing existing data and reasonably conservative assumptions where possible.

**C.1.1 LANL NRDA Project Background**

In early 2008, the State of New Mexico, through the Office of Natural Resource Trustee (ONRT), the U.S. Department of Energy (DOE) and several other federal and tribal entities in the LANL region re-initiated an effort to pursue a NRDA based on releases of hazardous substances from LANL. The effort was established pursuant to a

memorandum of agreement (MOA) executed in June 26, 2008. The MOA created the Trustee Council that included DOE, the U.S. Department of Interior (DOI), the U.S. Department of Agriculture, the State of New Mexico, and San Ildefonso Pueblo. Jemez Pueblo and Santa Clara Pueblo joined the Trustee Council pursuant to an amendment to the MOA executed in January 6, 2010. In June 2013, the Trustees received notice that DOI would withdraw from membership of the Trustee Council. The MOA was revised and amended a second time, and executed in 2013 by all remaining parties. The Trustee Council has been and continues to work cooperatively on the NRDA.

Applicable statutes and regulations include the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§ 9601 et seq.; DOI NRDA regulations, 43 CFR Part 11; the Clean Water Act, 33 USC §§ 1251 et seq.; the Oil Pollution Act of 1990, 33 USC §§ 2701 et seq.; the Department of Energy Organization Act, 42 U.S.C. §§ 7101 et seq.; and the New Mexico Natural Resources Trustee Act, NMSA 1978, §§ 75-7-1 et seq. Other sources that inform the LANL NRDA include DOI Guidance and best practices.

Using 43 CFR § 11.31 as guidance for implementation of a NRDA, the Trustee Council with the assistance of a technical contractor prepared a draft LANL Assessment Plan. Public comment on the draft LANL Assessment Plan was received in the fall 2013, and the LANL Assessment Plan was finalized by the Trustee Council on April 30, 2014.

## **C.2 SCOPE OF WORK**

The Contractor shall assist the Trustee Council with undertaking an NRDA for injuries to natural resources from releases of hazardous substances from LANL. To complete the NRDA, the Contractor shall utilize the work already completed for the Trustee Council; including the final LANL NRDA Plan (see <http://www.lanlnrda.org/>). The Contractor shall work closely with the Trustee Council in all phases of the scope of work. The Contractor shall furnish qualified personnel, equipment, materials, and services to perform the scope of work detailed in this PWS.

### **C.2.1 Task 1: Maintain Trustee Council Website and Perform Administrative Support Activities to Trustee Council**

The Activities/Deliverables Table on page 7 contains a list of potential administrative support activities the Trustee Council has identified to assist the Contractor in identifying and quantifying the administrative support activities to support the Trustee Council. The table includes activities associated with Tasks 1 and 2. Task 1 activities are described below.

The Contractor shall complete the following:

- C.2.1.1 The Contractor shall conduct initial orientation meeting with Trustee Council and will meet individually with Trustee members if requested

to gather background information on the resource areas of concern to each Trustee.

- C.2.1.2 The Contractor shall review the history of NRDA process at Los Alamos site.
- C.2.1.3 The Contractor shall attend Trustee Council meetings and provide administrative support activities to Trustee Council such as comment resolution to key documents and deliverables, taking meeting minutes, and tracking of actions.
- C.2.1.4 The Contractor shall maintain and update the Trustee Council website ensuring that all significant public documents produced by the Trustee Council are placed on the website.
- C.2.1.5 The Contractor shall evaluate the Assessment activities as stated in *the NRDA Plan* and discuss an approach for phasing the execution of activities with the Trustee Council. The Contractor shall identify any relevant data gaps and propose options for appropriately filling those gaps, including the use of reasonably conservative assumptions, alternative approaches (e.g. systems-based and/or restoration-focused approaches), and/or additional field-centric approaches for data collection and analysis.
- C.2.1.6 The Contractor shall assist the Trustee Council to set priorities for the Contractor's subsequent and substantive work.

## **C.2.2 Task 2: Prepare the Administrative Record**

- C.2.2.1 The Contractor shall prepare an electronic Administrative Record of all documents and materials relied upon for the NRDA, the Restoration and Compensation Determination Plan, the Report of Assessment, the Restoration Plan/Environmental Assessment and other activities performed by the Trustee Council

## **C.2.3 Activities/Deliverables**

The Contractor shall develop a project schedule for each task order which shall be included in the Project Management Plan as outlined in Section C.3.2.1. The schedule of activities/deliverables provided below is a partial estimate of the requirements under this task order. As task orders are issued, the Contractor shall provide a comprehensive schedule in the task order's Project Management Plan for all required activities/deliverables as well as others deemed necessary by the Contractor. The Contractor shall perform the following activities and provide the following deliverables under the task order. All deliverables

requiring Trustee Council review, revision, and approval will follow the process outlined in Section C.3.2.6. Due dates for deliverables will be specified after the initial meeting with Trustee Council and subsequent direction from the Contracting Officer.

Activity/Deliverables		PWS Section
1.	Prepare Project Management Plan and schedule and revise per the Contracting Officer Representative's (COR's) direction.	C.3.2.1 and C.3.2.5
2.	Attend Site Orientation Briefing and Tour.	C.3.2.3 and C.3.2.4
3.	Conduct initial meeting with Trustee Council and individual Trustees, if required.	C.2.1.1
4.	Evaluate the Assessment Activities and discuss an approach for phasing the execution of activities with the Trustee Council.	C.2.1.5
5.	The Contractor shall prepare an electronic Administrative Record of all documents and materials relied upon for the NRDA, the Restoration and Compensation Determination Plan, the Report of Assessment, the Restoration Plan/Environmental Assessment and other activities performed by the Trustee Council.	C.2.2.1
6.	The Contractor shall maintain and update the Trustee Council website ensuring that all significant public documents produced by the Trustee Council are placed on the website.	C.2.1.4
7.	The Contractor shall attend Trustee Council meetings and provide administrative support activities to Trustee Council such as comment resolution to key documents and deliverables, taking meeting minutes, and tracking of actions.	C.2.1.3
8.	For each deliverable requiring Trustee Council review and approval, create and maintain a comment log.	C.3.2.6 a,b,c,d
9.	Submittal of the record file to the COR.	C.3.2.11

### C.3 TECHNICAL REQUIREMENTS

#### C.3.1 Technical Specifications

The Contractor must follow the technical specifications that apply directly to the

development and finalization of specified plans listed in Section C.2.2. As such, the deliverables identified in this PWS must follow the regulations and DOI NRDA Implementing Procedures unless deviations are approved by the COR in writing on an individual task order basis. The Contractor will be expected to provide the Trustee Council with recommendations for efficiencies that can be realized for any portions of the natural resource damage assessment process covered under this task order.

### C.3.2 Other Requirements

The Contractor shall conduct site visits as necessary and shall attend Trustee Council meetings in person or by telephone, as determined by the Trustee Council

- C.3.2.1 In addition to individual task order work plans that may be required, the Contractor shall prepare an overall Project Management Plan to conduct a Type B NRDA consistent with NRDA regulations and other relevant requirements and guidance, as follows:
- a. The Project Management Plan shall be submitted to the COR for evaluation. The Contractor shall make any revisions recommended by the COR. The Contractor may review and recommend additional revisions to the COR; however, all revisions must be approved by the COR.
  - b. The Project Management Plan shall identify how the work will be addressed. It shall include (1) a description of methods proposed to plan, manage, control, and report on the work; (2) a project organization chart with a description of the roles and responsibilities of key individuals and groups; (3) a staffing plan for cost-effective utilization of staff resources and a process proposed for maintaining communication and control regardless of project staff location; (4) a proposed work breakdown structure for planning, managing, and reporting purposes; (5) a schedule for completion of the work; (6) a proven approach for managing project risk derived from cost, schedule, technical, public, or regulatory unknowns; and (7) a quality assurance plan, described further below.
  - c. The Project Management Plan shall include a quality assurance plan for executing the work that describes how the Contractor will track, validate, and calculate data to be used in development of the plans listed in Section C.2.2. The quality assurance plan shall include a change tracking system. The quality assurance plan shall include a document style guide that addresses writing style, format, table and figure presentation, use of numerical units, and referencing. All deliverables shall exhibit correct spelling and grammar, and shall use a professional format without any corporate tags (such as headers, footers, or stationery). **Rework of**

**deliverables due to errors of this nature (rather than changes) shall be done at no additional charge to DOE.** All deliverables shall be clear and concise, and consistent with applicable NRDA regulations and guidance.

- d. All work under each task order shall be completed in accordance with the task order's Project Management Plan. The Contractor shall furnish all labor, materials, equipment, facilities, transportation, and incidentals necessary to perform the work under each task order in accordance with the task order PWS.

- C.3.2.2 The Contractor shall establish, maintain, and use a performance measurement system that accurately records and reports performance under each task order against task order requirements. The Contractor shall submit a Monthly Progress Report for each task order not later than the eighth business day prior to the end of each calendar month. For firm fixed-price task orders (where management is established by performance milestones, schedules, and percentage of project completion), the performance measurement system must provide adequate insight into potential risks to DOE relating to achievement of cost, schedule and technical performance objectives, as determined by the contracting officer. For Time-and-Materials task orders, the performance measurement system must provide a sufficient level of detail to demonstrate progress against planned scope, schedule, and budget, as well as brief descriptions of issues and the Contractor's plans for recovery of undesirable cost and schedule variances.
- C.3.2.3 The Contractor shall be required to attend a three day orientation briefing and tour of LANL. The purpose of this briefing is to introduce the Contractor to the Trustee Council, and provide an opportunity for the Contractor to ask questions regarding the site environmental setting, site operations, data sources and access, etc. At a minimum, the attendees should include the project manager and other resource area leads for up to five people. DOE will approve the final list of attendees. If there is insufficient time to have substantive discussions with the Trustee Council during the orientation session, DOE will arrange for additional meetings within 30 days of the orientation briefing if possible.
- C.3.2.4 During the same week as the orientation meeting, the Contractor shall meet separately with the COR and other DOE officials to discuss the task order expectation and submittals, and retrieval and utilization of existing data.
- C.3.2.5 The Contractor shall include an overall project schedule in its proposal. The schedule will be updated and submitted as part of the

Project Management Plan. Note: individual task orders may require a separate, detailed schedule.

- C.3.2.6 Documentation, rationale, and/or references shall be furnished for all analytical assumptions. Calculation packages shall be furnished with all technical analysis. All technical calculations and analysis will be validated for accuracy.
- C.3.2.7 The Contractor will be required to participate in Trustee Council meetings at locations to be specified by DOE and to participate in conference calls with the Trustees. The Contractor is to provide draft meeting minutes for all meetings or conference calls the Contractor participates in for the Trustee Council review, comment, and approval.
- C.3.2.8 The Contractor shall maintain an electronically-based record file of all documents, reports, calculations, etc. used to prepare reports and supporting deliverables in this PWS. The file must have search capabilities and be kept current as work progresses. Records placed in the file may be both hard copy and electronic. Custodial transfer of the record file may occur at any time during the document preparation process at the request of the COR, and shall occur after the distribution of the final deliverables. The Contractor shall deliver the record file at a time and to a place designated by the COR.

### **C.3.3 Resource Requirements and/or Government Furnished Property**

No resources/equipment, other than data, documents and appropriate facilities/equipment for the proper execution of duties described in Section C while the contractor is on travel to Government facilities, will be made available by DOE.

## **SECTION D PACKAGING AND MARKING**

Section D of the ID/IQ Basic Contract is incorporated by reference.

## **SECTION E - INSPECTION AND ACCEPTANCE**

Section E, except FAR 52.246-4, INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996) (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY), of the ID/IQ Basic Contract is incorporated by reference.

## **SECTION F - DELIVERIES OR PERFORMANCE**

Section F clauses F.3, F.4 and F.5 of the ID/IQ Basic Contract are filled in and provided below..

### **F.3 PLACE OF PERFORMANCE - SERVICES**

The services specified by this Task Order shall be performed at the contractor's facilities, LANL, surrounding areas and Trustee meetings. Travel expenses will be reimbursed on a cost-reimbursement basis and in accordance with FAR 31.205-46 – Travel Costs and Section B.1 above.

### **F.4 DELIVERABLES**

See Section C.2.3 for a list of Activities/Deliverables.

### **F.5 PERIOD OF PERFORMANCE**

The period of performance for this task order is 09-24-15 through 09-23-18.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

Section G, except G.2 BILLING INSTRUCTIONS - ALT I (APPLIES TO FIRM-FIXED-PRICE TASK ORDERS ONLY), of the ID/IQ Basic Contract is hereby incorporated by reference.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

Section H of the ID/IQ Basic Contract is hereby incorporated by reference with the exception of Clauses H.07 and H.15 which are filled in and provided below.

### **H.07 GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT**

Add the following:

The government will provide the contractor employee with appropriate facilities and equipment for the proper execution of duties described in Section C while the contractor is on travel to Government facilities.

## SECTION I - CONTRACT CLAUSES

Section I of the ID/IQ Basic Contract is hereby incorporated by reference, the firm-fixed-price clauses from I.93 to I.104 do not apply. The following Time and Material Clauses apply to this Task Order.

*Time-And-Material Clauses (apply to Time-And-Materials Task Orders only)*

**I.105 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)**

**I.106 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)**

**I.107 FAR 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABORHOURS (SEP 2000)**

**I.108 FAR 52.244-2 SUBCONTRACTS (JUN 2010)**

EcoChem, Inc.

Lee Wilson and Associates

MacDonald Environmental Sciences Ltd.

New Mexico Institute of Mining and Technology (New Mexico Tech)

Research Planning, Incorporated

SC&A, Inc.

Gerald Taiaiake Alfred

William A. Hopkins

**I.109 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004); ALTERNATE IV (SEP 1996)**

**I.110 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)**

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J of the ID/IQ Basic Contract is hereby incorporated by reference.

Attachment A – Labor Rates and Not to Exceed (NTE) Labor Hours

Labor Category	Labor Rate (09-24-15) - (09-23-16)	Labor Rate (09-24-16) - (09-23-17)	Labor Rate (09-24-17) - (09-23-18)	Total Labor Hours
Program Manager				
Lead Environmental Scientist				
Senior Manager 1				
Senior Manager 2				
Senior Manager 3				
Project Manager 2				
Field Research Leader 2				
Technical Consultant 1				
Technical Consultant 4				
GIS Specialist				
Communications Specialist				
Administrative/Clerical 2				
Administrative/Clerical 3				
Administrative/Clerical 4				
EcoChem-Expert Consultant 4				
Lee Wilson & Assoc-Expert Consultant 4				
MESL-Senior Manager 4				
MESL-Administrative/Clerical 4				
NMT-Senior Manager 4				
RPI-Expert Consultant 4				
SC&A-Expert Consultant 4				
SC&A-Administrative/Clerical 4				
Expert Consultant 4				
Expert Consultant 4				